

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM554903

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aludyne, Inc.	FORMERLY Chassix, Inc.	12/20/2019	Corporation: DELAWARE
Aludyne North America, Inc.	FORMERLY Diversified Machine, Inc.	12/20/2019	Corporation: DELAWARE
Aludyne International, Inc.	FORMERLY Concord International, Inc.	12/20/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Collateral Agent
Street Address:	225 Fifth Avenue
Internal Address:	Three PNC Plaza, 6th Floor
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5091351	ALUTECH
Registration Number:	4886158	ALUTECH
Registration Number:	4905276	SMW AUTOMOTIVE
Registration Number:	4960572	CHASSIX
Registration Number:	4960575	CHASSIX
Registration Number:	3060849	DYNATURN
Registration Number:	2552925	HAYES LEMMERZ

CORRESPONDENCE DATA

Fax Number: 7349302494

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 7349302488

Email: ipfilings@bodmanlaw.com

Correspondent Name: Susan M. Kornfield - Bodman PLC

Address Line 1: 201 S. Division Street, Suite 400

OP \$190.00 5091351

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER: Susan M. Kornfield

SIGNATURE: /susan m. kornfield/

DATE SIGNED: 12/26/2019

Total Attachments: 7

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of December 20, 2019, among the signatories hereto (each, a “Grantor”) in favor of PNC BANK, NATIONAL ASSOCIATION, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that Amended and Restated Senior Secured ABL Loan, Security and Guaranty Agreement, dated as of November 15, 2017 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “ABL Loan Agreement”; capitalized terms used in this Agreement and not otherwise defined herein have the meanings set forth in the ABL Loan Agreement), by and among each Grantor, certain other affiliates of each Grantor, certain lenders party thereto and the Collateral Agent; and

WHEREAS, under the terms of the ABL Loan Agreement, each Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of such Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

(b) (i) All letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations,

recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule 2 hereto, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the ABL Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the ABL Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the ABL Loan Agreement, the provisions of the ABL Loan Agreement shall govern.

SECTION 6. Amendment and Restatement. This Agreement amends, restates, replaces and consolidates (i) that certain Intellectual Property Security Agreement dated as of July 29, 2015, by and between certain of the Grantors and the Collateral Agent and (ii) that certain Supplemental Intellectual Property Security Agreement dated as of November 15, 2017, by and between certain of the Grantors and the Collateral Agent, in each case as amended or otherwise modified from time to time.

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ALUDYNE, INC. (formerly known as Chassix, Inc.), as a Grantor

By: 
Name: Mick Beyer
Title: Chief Financial Officer

ALUDYNE NORTH AMERICA, INC. (formerly known as Diversified Machine, Inc.), as a Grantor

By: 
Name: Mick Beyer
Title: Chief Financial Officer

ALUDYNE US LLC (formerly known as SMW Automotive, LLC), as a Grantor

By: 
Name: Mick Beyer
Title: Chief Financial Officer


ALUDYNE MONTAGUE, LLC (formerly known as Diversified Machine Montague, LLC), as a Grantor

By: 
Name: Mick Beyer
Title: Chief Financial Officer

ALUDYNE INTERNATIONAL, INC. (formerly known as Concord International, Inc.), as a Grantor

By: 
Name: Mick Beyer
Title: Chief Financial Officer

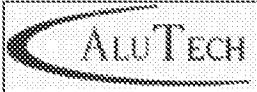


PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: James Steffy
Title: Senior Vice President

Schedule 1
Trademarks

UNITED STATES TRADEMARKS

Federal Registrations:

Owner	Trademark	Registration Date	Registration No.
Aludyne International, Inc.	ALUTECH	November 29, 2016	5091351
Aludyne International, Inc.	ALUTECH & Design 	January 12, 2016	4886158
Aludyne International, Inc.	SMW AUTOMOTIVE & Design	February 23, 2016	4905276
Aludyne, Inc.	CHASSIX	May 17, 2016	4960572
Aludyne, Inc.	CHASSIX & Design 	May 17, 2016	4960575
Aludyne North America, Inc.	DYNATURN	February 21, 2006	3060849
Aludyne North America, Inc.	HAYES LEMMERZ & Design 	March 26, 2002	2552925

Schedule 2**Patents****UNITED STATES PATENTS**

Registered Owner	Patent	Registration #	Registration Date
Aludyne North America, Inc.	Wheel Bearing Retainer	8740467	6/3/14
Aludyne US LLC	Apparatus For Final Finishing A Wheel Hub Of A Knuckle Assembly And Related Method	8656568	2/25/14
Aludyne North America, Inc.	Knuckle and bushing assembly	8444158	5/21/13
Aludyne Montague, LLC	Flexible Manufacturing and Workpiece Transfer System	6745454	6/8/04
Aludyne Montague, LLC	Method for Filling a Mold	6779588	8/24/04
Aludyne Montague, LLC	Method and Apparatus for Venting a Gas in a Lined Pressure Furnace	6994148	2/7/06
Aludyne North America, Inc.	Rear end gear box housing with offset input	9546726	1/17/17
Aludyne North America, Inc.	Wheel bearing retainer and methods thereof	9610801	4/4/17
Aludyne North America, Inc.	Wheel bearing retainer	9272575	3/1/16
Metaldyne Chassis Products, LLC ¹	Method of Processing Multi-Path Signals	7508863	3/24/09
Aludyne North America, Inc.	Knuckle and Bushing Assembly	9102211	8/11/15
Aludyne North America, Inc.	Wheel Assembly and Method for Making Same	9120195	9/1/15
Aludyne North America, Inc.	Knuckle Wheel Hub Assembly and Method for Making Same	6485109	11/26/02
Aludyne North America, Inc.	Brake Rotor Assembly and Method for Making Same	6708589	3/23/04
Aludyne North America, Inc.	Zero Roll Suspension System	6550797	4/22/03
Aludyne North America, Inc.	Measuring and Testing Device Incorporating an Air Gauge	7509863	3/31/09

¹ The owner of record of this patent is Metaldyne Chassis Products, LLC but the legal owner, pursuant to a prior acquisition, is Aludyne North America, Inc.

Applications:

Owner/Inventor	Patent	Application #	Application Date	Publication #	Publication Date
Aludyne North America, Inc.	Wheel assembly and method for making same	16/272238	02/11/19	--	--